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ROBERT W. GERMAINE  
CLERK OF COURTS, HIGHLANDS CO.

**FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
HIGHLAND LAKES RESERVE**

**THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIGHLAND LAKES RESERVE** (“Amendment”) is made effective this 25th day of March, 2017, by **HIGHLAND LAKES RESERVE PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (“the Association”) whose address is 3321 US Hwy 27 South, Sebring, Florida 33870.

RECITALS:

- A. The Declaration of Covenants and Restrictions for Highland Lakes Reserve was recorded on December 6, 2006, in Official Records Book 2029, Page 208, of the Public Records of Highlands County, Florida (hereinafter referred to as the “Declaration”).
- B. On or about December 14, 2009, an amendment to the Declaration was recorded in Official Records Book 2219, Page 357, of the Public Records of Highlands County, Florida.
- C. On or about February 4, 2014, a second amendment to the Declaration was recorded in Official Records Book 2415, Page 115, of the Public Records of Highlands County, Florida.
- D. On or about February 19, 2014, a third amendment to the Declaration was recorded in Official Records Book 2417, Page 1069, of the Public Records of Highlands County, Florida.
- E. On or about August 13, 2014, a fourth amendment to the Declaration was recorded in Official Records Book 2440, Page 530, of the Public Records of Highlands County, Florida.
- F. Pursuant to Article XVII of the Declaration, the Declaration may be amended by affirmative vote of at least two-thirds (2/3) of the Members’ votes cast at a duly-noticed meeting of the Association and executing a written instrument in recordable form setting forth such amendment.
- G. This Amendment was adopted by at least two-thirds (2/3) of the Members’ votes cast at a duly-noticed meeting of the Association, and a written copy of this proposed Amendment

was furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to said meeting of the Association.

DECLARATIONS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Recitals; Definitions. The recitals stated above are incorporated herein by this reference. Capitalized terms used in this Amendment shall have the same meanings as set forth in the Declaration.
2. That **Article VI, Section 6.10** shall be amended to read:

**Subordination.** Assessments shall be subordinate to the lien of any Mortgage, except those Assessments which are secured by a Claim of Lien recorded prior to the recording of the Mortgage.

3. That **Article VII, Section 7.3** shall be amended to read:

**Rights of Mortgagees.**

- A. When any Mortgagee, or its successors or assigns, obtains title to a Parcel as a result of a foreclosure of Mortgage or conveyance in lieu of foreclosure, the liability of such acquirer of title, their successors and assigns, for the Assessments pertaining to such Parcel, or chargeable to the former owner which became due prior to the acquisition of title as a result of the foreclosure or conveyance in lieu of foreclosure, shall be the lesser of: (a) the combined total of the Parcel's Base Assessments, Individual Assessments, and Special Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title, and for which payment in full has not been received by the Association; or (b) one percent (1%) of the original mortgage debt.
- B. Any unpaid Base Assessments, Individual Assessments, and Special Assessments which cannot be collected as a lien against any Parcel by reason of the provisions of subsection 7.3(A) shall be deemed to be an Assessment divided equally among, and payable by a lien against, all Parcels subject to assessment by the Association, including the Parcel(s) as to which the foreclosure took place.
- C. The limitations on Mortgagee liability provided by subsection 7.3(A) apply only if the Mortgagee, its successors or assigns, filed suit against the Owner and initially joined the Association as a defendant in the Mortgagee foreclosure action.

D. The limitations on Mortgage liability provided by subsection 7.3(A) shall not apply if the Assessments are secured by a Claim of Lien recorded prior to the recording of the Mortgage.

4. That **Article X, Section 10.1** shall be amended to read:

**Residential Use.** The Parcels shall be used for residential use only. No Parcel shall be used in any trade, business, professional or commercial capacity. Nothing herein shall be deemed to prohibit an Owner from: (1) leasing a Parcel for residential use only; or (2) constructing and marketing for sale a speculative home on a Parcel.

5. That **Article X, Section 10.5(i)** shall be amended to read:

(i) If constructed, no Residential Dwelling shall contain less than two thousand square feet (2,000 sq. ft.) of air conditioned living area, excluding attached garages (but including air conditioned living space above attached garages), green houses, screened porches, covered patios or entry ways and outbuildings. Any two (2) story Residential Dwelling shall contain a minimum of sixteen hundred square feet (1,600 sq. ft.) of air conditioned living area on the ground or first floor.

All Residential Dwellings shall have at least a two (2) car attached garage with a minimum four hundred and forty square feet (440 sq. ft.). Nothing herein shall prohibit an Owner from also constructing a detached garage, which shall be subject to the same minimum size requirements of an attached garage. Detached garages shall be considered an accessory structure, permitted subject to approval by the ACC as set forth in Section 10.5(ii) herein.

6. That all other provisions of the Declaration not amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Association has caused this Amendment to the Declaration to be executed as of the day and year first above written.

Signed, sealed and delivered in our presence:

**HIGHLAND LAKES RESERVE  
PROPERTY OWNERS' ASSOCIATION,  
INC.,** a Florida non-profit corporation

*Terry Watson*  
1<sup>st</sup> Witness Signature

TERRY WATSON  
1<sup>st</sup> Witness Print Name

By: *Martin Wohl*  
Martin Wohl, President

Attest:

*Marcella Sebring*  
2<sup>nd</sup> Witness Signature

By: *Kevin Bock*  
Kevin Bock, Secretary

Marcella S Sebring  
2<sup>nd</sup> Witness Print Name

(corporate seal)

**STATE OF FLORIDA  
COUNTY OF HIGHLANDS**

I HEREBY CERTIFY that on this 17 day of April, 2017, before me, an officer duly qualified to take acknowledgments, personally appeared Martin Wohl and Kevin Bock, as President and Secretary, respectively, of **HIGHLAND LAKES RESERVE PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation,  who are personally known to me or  who produced \_\_\_\_\_ as identification. on.

*Marcella Sebring*  
Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(affix seal)

